Flexible Spending Account and COBRA Programs Administration

July 31, 2007

Issued by
Procurement Services
Charlottesville, Virginia
Flexible Spending Account and COBRA Programs Administration
Request for Proposal #SH073107
July 31, 2007

Table of Contents

I. Overview of the RFP Process ....................................................................................................1
II. Background Discussion and Goals of the University ...............................................................2
III. Scope of Services ......................................................................................................................4
IV. Basis of Selection ...................................................................................................................10
V. Contents of the Proposal .........................................................................................................11
VI. Information about this RFP
   A. Procurement Schedule .......................................................................................................16
   B. Issuance of RFP and Questions ...........................................................................................17
   C. Preproposal Conference ......................................................................................................17
   D. Proposal Deadline ..............................................................................................................18
   E. Oral Presentations and Negotiations ....................................................................................18
   F. Communications .................................................................................................................18
   G. Formation of the Agreement with the Selected Firm ..........................................................19
   H. Provisions Deemed Included in the Proposal ......................................................................20
   I. Rejection of Proposals ........................................................................................................22
   J. Virginia Freedom of Information Act ..................................................................................22

Attachment 1 - Mandatory Contractual Provisions .................................................................23
Attachment 2 - Preferred Contractual Provisions ......................................................................29
Attachment 3 - Procedure for Resolution of Contractual Claims ..............................................38
Attachment 4 - Executive VP and COO’s Request for Commitment .......................................40
Flexible Spending Account and COBRA Programs Administration
Request for Proposal #SH073107
July 31, 2007

This Request for Proposal (RFP) has been posted on Procurement Services web site for your convenience. Addenda and attachments are posted if issued. It is the firm’s responsibility to ensure that the entire RFP and related links, in its latest version, is reviewed prior to submittal of a proposal. We encourage you to check the web site frequently for any changes prior to the due date. To receive a hard copy of the RFP or addenda, please contact Becky Sims, Contracts Administrator, at (434) 924.1346 or email pur-rfp@virginia.edu. For questions about the content of the RFP, contact the buyer listed in Section VI, Information about this RFP. Additional information can be found on Procurement Services web site: http://www.procurement.virginia.edu/main/

I. Overview of the RFP Process

The Rector and Visitors of the University of Virginia (University), a Virginia public corporation, seeks an experienced firm to provide administration for its Flexible Spending Account and COBRA Programs for University and University Medical Center employees to begin January 1, 2008. This RFP is part of a competitive procurement process which helps to serve the University's best interests. It also provides firms with a fair opportunity for their services to be considered. The process of competitive negotiation being used in this case should not be confused with the different process of competitive sealed bidding. The latter process is usually used where the goods or services being procured can be described precisely and price is generally the determinative factor. With competitive negotiation, however, price is not required to be the determinative factor, although it may be, and the University has the flexibility it needs to negotiate with firms to arrive at a mutually agreeable relationship.

For ease of reference, each firm receiving this RFP is referred to as a "firm" and the firm selected to provide services for the University is referred to as the "Selected Firm." This RFP states the instructions for submitting proposals, the procedure and criteria by which a firm may be selected, and the contractual terms by which the University proposes to govern the relationship between it and the Selected Firm.

It is the policy of the Commonwealth of Virginia and the University to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned
by women and minorities, and to encourage their participation in State procurement activities. The Commonwealth and the University encourage firms to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, or other contractual opportunities.

II. Background Discussion and Goals of the University

When Thomas Jefferson founded the University in 1819, he intended it to be nothing less than a world-class institution of higher learning. Jefferson’s spirit lives on – not only in the Rotunda and Academical Village he designed, and which remain treasures of American architecture, but in the University’s standing as a leader in education, research, and community service.

The over 20,390 students attending the University work within a true meritocracy and live by an Honor Code unique among American universities. Each student is exposed to the widest spectrum of disciplines – from arts and athletics to humanities and technology. Our students also enjoy a unique connection to the world beyond college through the University’s outstanding professional training, exemplified by its nationally ranked schools of Law, Business, and Medicine. The University as a whole has had a consistently high ranking not only among public schools, where it often heads the list, but among all American universities, public and private.

Over 11,960 permanent University faculty and staff are committed to serving both the local and national community. The University makes a real difference in the world, through its invaluable research, a hospital ranked among the nation’s finest, and graduates who have consistently been among the forefront of our nation’s shapers. At the University, our bright future is the direct result of our great history.

This RFP addresses: administration for the University’s Flexible Spending Account (the “FSA Program”) for University and University Medical Center employees; and administration for coverage authorized under the Consolidated Omnibus Budget
Reconciliation Act statute known as COBRA (the “COBRA Program”) for former University and University Medical Center employees and dependents of University or University Medical Center employees.

A. The FSA Program will provide those eligible employees who have opted to enroll ("Participating FSA Employees") with a choice between: 1) reimbursement of qualifying “Health Care” expenses not reimbursed by any other plan or program and for which the Participating FSA Employee did not take a tax deduction; 2) reimbursement for qualifying “Dependent Care” expenses for which the Participating FSA Employee did not take a tax credit; or 3) cash compensation. The Selected Firm will be required to see that the FSA Program is carried out for the exclusive benefit of persons entitled to participate in the FSA Program without unlawful discrimination among them. In calendar year 2007, approximately 1,915 employees were enrolled in the FSA Program at the University, and their monthly contributions equaled approximately $400,000. Approximately 12,000 employees are eligible for participation in the FSA Program.

B. The COBRA Program will provide those eligible employees and/or their dependents who have been terminated from the University of Virginia Health Plan (the “Health Plan”), or eligible postdoctoral fellows and housestaff and/or their dependents who have been terminated from the University’s Postdoctoral Fellows and Housestaff Insurance Plan (the “Post-doc Insurance Plan”), with the opportunity to extend their health coverage through enrollment in continuation coverage authorized by COBRA for up to 36 months. Such eligible employees, fellows, housestaff, and dependents who have enrolled to receive such coverage will be referred to as “COBRA Participants”. The Selected Firm will be required to see that the COBRA Program is carried out for the exclusive benefit of persons entitled to participate in the COBRA Program without unlawful discrimination among them. The Health Plan has approximately 12,260 employees with approximately 24,000 total participants enrolled in two PPO’s, both of which have four rate tiers that include dental coverage. The Health Plan has had
approximately 1,700 terminations in the last 12 months, and currently has a subscriber enrollment of 135 in its COBRA program. The Post-doc Insurance Plan has approximately 730 post-docs and housestaff with approximately 1,500 total participants enrolled in an HMO or PPO, both of which have three rate tiers that include dental coverage. The post-doc Insurance Plan has had approximately 250 terminations in the last 12 months, and currently has a subscriber enrollment of 4 in its COBRA program. All health-related benefits in both Health Plans terminate at the end of the month.

In support of its mission and in an effort to maintain the highest quality services for its customers, the University seeks an experienced firm to provide administration for its FSA Program and COBRA Program. The University reserves the right to award to different Selected Firms to respectively administer the FSA Program and the COBRA Program.

III. Scope of Services
It is the University's intent to enter into an Agreement with the Selected Firm for administration of its FSA Program and/or COBRA Program to include those services necessary to help the University achieve its goals as outlined in this section (the “Services”). In order to achieve this goal, the Selected Firm will be required to provide those Services outlined in this section. The University reserves the right to select a single Selected Firm to provide Services for both the FSA Program and the COBRA Program, or it may select two Selected Firms -- with one Selected Firm to provide Services for the FSA Program, and one Selected Firm to provide Services for the COBRA Program. The “Plan Year” for the FSA and COBRA Programs will run from January 1st through December 31st of each year during the term of any Agreement(s) resulting from this RFP. The University intends to make the Selected Firm’s Services initially available to University employees effective January 1, 2008, and will publicize the Selected Firm’s Services commencing with open enrollment scheduled for October 2007. The Selected Firm will agree to provide the maximum degree of support to the University in providing
the Services and achieving the timing of this implementation goal. Accordingly, the Selected Firm will respond to requests from the University promptly and responsively.

A. FSA Program

Specifically with respect to FSA Program Services, the Selected Firm will:

1. Provide a designated representative who is knowledgeable about all aspects of the FSA Program and is always accessible by phone or page during regular working hours to address emergency and non-emergency issues posed by the University’s Benefits Division personnel.

2. Provide the University’s Human Resources Department with access to expertise within the Selected Firm that can effectively address all legislative and legal questions regarding FSA Program accounts and pertinent tax laws.

3. Administer both Health Care and Dependent Care spending accounts.

4. Use an annual minimum/maximum of $240/$5,000 for the Health Care account and $240/$5,000 for the Dependent Care account. Each married Participating FSA Employee filing separately may use an annual maximum of $2,500.

5. Administer the FSA Program per the Plan Document to be provided by the University.

6. Receive employees’ election forms via electronic transfer or online through the Selected Firm’s website during open enrollment and establish spending accounts in the Selected Firm’s system for each Participating FSA Employee.

7. Mail confirmation notices and information on allowable expenses to the homes of Participating FSA Employees. This may be done via email when the Participating FSA Employee provides an email address.


9. Perform all claims processing functions, including verification of proper documentation of the expense, screening for duplicate payment,
calculation of reimbursement due and payment directly to the Participating FSA Employee.

10. Provide use of a debit card for Participating FSA Employees enrolled in a Health Care account.

11. If a claim is denied, immediately mail a letter or email message to the Participating FSA Employee explaining why the claim was denied. If a Participating FSA Employee submits a reimbursement request for more than one expense and only one of the expenses is denied, the Participating FSA Employee will be reimbursed for all approved eligible expenses and the denied expense will be placed in a hold status.

12. Mail or email a notice by November 1st of each year reminding Participating FSA Employees that the Plan Year is coming to a close and that expenses must be incurred during the Plan Year to zero out their account. For Participating FSA Employees enrolled in the FSA Program on the last day of the plan year, use March 15 as the last date of service for incurred eligible claims. The Selected Firm will also mail or email notices on February 1 and April 1 to Participating FSA Employees who have balances on those dates during the 120-day run-out period ending April 30.

13. Pay claims weekly.

14. Notify the University via electronic mail by 10:00 AM on the day of payment of the total amount on the check run so that the University can transfer funds to the designated bank account on the same day.

15. Allow Participating FSA Employees to have their reimbursements direct-deposited into a checking or savings account. If a Participating FSA Employee does not choose the direct-deposit option, the reimbursement checks will be mailed to the Participating FSA Employee’s home.

16. Mail checks or deposit payments the day the payments are issued.

17. Any Dependent Care amounts that are unpaid due to expenses exceeding the amount in the account at the time of the claim should be automatically
paid as money accumulates in the Dependent Care account without resubmission of the unpaid claim.

18. Use a 120-day run-out period at the end of each Plan Year to submit for reimbursement.

19. Process claims simultaneously for different Plan Years. All reporting will be broken out by each Plan Year.

20. Receive balances from prior TPA for Calendar year 2007 Participating FSA Employees and administer claims submitted during the extended grace period through March 15 and the 120-day run-out period through April 30.

21. Provide online access for UVA Benefits Counselors to see FSA contributions and payments for each Participating FSA Employee.

22. Provide the University with an administrator’s manual detailing the Selected Firm’s administrative procedures in operating the FSA Program.

23. Accept information from at least two University payroll systems (Academic University using semi-monthly and monthly payrolls and Medical Center using bi-weekly payrolls) and seamlessly transfer Participating FSA Employees from one payroll system to the other throughout the course of the Plan Year. For example, when a Participating FSA Employee changes jobs anywhere within the University, their account should consistently contain accurate election amounts, year-to date (YTD) deposits, and YTD withdrawals before and after the transfer. Accordingly, no termination date will appear in the account due to a transfer within the University’s payroll systems.

24. Provide a toll-free number to Participating FSA Employees that is available 24 hours per day and provides direct telephone access to the Participating FSA Employee’s Health Care and/or Dependent Care account information.

25. Provide a toll-free number to Participating FSA Employees who want to speak with a customer service representative (not a recording) that is available at least 10 hours per day.
26. Provide a toll-free fax number to Participating FSA Employees that is available 24 hours per day to receive claims."

27. Provide online access to Participating FSA Employees so they can view their specific account information as well as general plan rules, supporting documents, and claim forms.

28. Provide account access regarding Participating FSA Employees to the Selected Firm’s customer service representatives so they can answer questions from Participating FSA Employees regarding paid, pending, and denied claims.

29. Produce hard copies of these monthly reports to be sent or emailed to the University:
   b. Check Register Report (Payment Report)
   c. Plan Balances Report
   d. Forfeiture Report.

30. Provide participation reports for both Health Care and Dependent Care spending accounts.

31. Set up a bank account that will be used only for the University’s claims and pay banking charges for this account.

32. Reconcile the bank account monthly and annually.

33. Perform annual discrimination testing for the FSA Program using information from at least two University payroll systems.

B. COBRA Program

Specifically with respect to COBRA Program Services, the Selected Firm will:

1. Provide a designated representative who is knowledgeable about all aspects of the COBRA Program and is always accessible by phone or page during regular working hours to address emergency and non-emergency issues posed by the University’s Benefits Division personnel.

2. Provide the University’s Human Resources Department with access to expertise within the Selected Firm that can effectively address all
legislative and legal questions regarding the COBRA Program and related issues

3. Set up separate COBRA Programs for the Health Plan and the Post-doc Insurance Plan using different rules.

4. Set up a special subsidized rate structure for Health Plan subscribers on Active Military Service or their family members.

5. Receive termination information electronically for Health Plan participants from the University’s Third Party Administrator. Receive termination information via spreadsheets for the Post-doc Insurance Plan participants.

6. Generate specific “Qualifying Event Notices” to all “Qualified Beneficiaries” and mail them to the homes of COBRA Participants.

7. Generate initial billing letters and subsequent monthly bills and mail them to the homes of COBRA Participants.

8. Generate COBRA Expiration Notices prior to the end of 18, 29 or 36 months (as appropriate) and mail them to the homes of COBRA Participants.

9. Track all dates required for proper compliance including postmark dates.

10. Maintain proper documentation of COBRA activity, including a Certificate of Mailing list for all Qualifying Event Notifications.

11. Send enrollment, termination, address change, payment, and other information electronically and/or by hard copy or email to the University’s Third Party Administrator on a daily basis.

12. Collect and track payments from COBRA Participants; regularly send or direct deposit payments for those enrolled in the Health Plan to the University and provide a premium remittance report; send payment for those enrolled in the Post-doc Insurance Plan to the University with a premium remittance report.

13. Reflect payments on COBRA Participants’ accounts within 48 hours of their receipt date.
14. Provide the University with weekly payment reports so COBRA participants with suspended status can be reviewed.

15. Mail notices as necessary regarding unpaid insignificant amounts and payment deadlines to the homes of COBRA Participants.

16. Accept COBRA applications from prospective COBRA Participants. If a payment does not accompany the application, immediately mail the prospective COBRA Participant a letter stating the due date for the premium.

17. If a payment is not accepted, immediately mail the COBRA Participant a letter, returning the payment and explaining why it was not accepted.

18. Provide the University with an administrator’s manual detailing the Selected Firm’s administrative procedures in operating the COBRA Program.

19. Provide a toll-free number for COBRA Participants who want to speak with a customer service representative that is available at least 10 hours per day.

20. Provide online access to COBRA Participants so they can view their specific enrollment and payment information.

21. Email enrollments and terminations daily to the University. Also send the email to the University’s Third-Party Administrator when the COBRA participant is enrolled in the Health Plan.

22. Produce hard copies of these monthly documents to be sent or emailed to the University:
   a. Qualifying Event Notifications
   b. COBRA Expirations
   c. COBRA Participant Status Report

23. Provide online access for UVA Benefits Counselors to see all COBRA-related dates, enrollment status, and payments for all COBRA participants.
IV. Basis of Selection

The University will evaluate proposals and, if a firm is to be selected, select the firm on the basis of:

1. The firm's plan to assist the University to meet its goals for administration of the FSA Program and/or COBRA Program as discussed in Section II, Background Discussion and Goals of the University, and Section III, Scope of Services;
2. The firm's relevant experience, qualifications and success in providing the Services outlined in this RFP;
3. The firm's references from institutions of higher education, teaching hospitals, and clients which are comparable to the University;
4. The firm's financial proposal including but not limited to discounts, service charges and other charges;
5. The quality of the proposal, specifically, responsiveness to requirements and adequacy of information provided;
6. The contractual terms which would govern the relationship between the University and the Selected Firm;
7. The firm’s plan for the utilization of Small, Women-owned and Minority-owned (SWAM) businesses. See Section V., Part F., Small, Women-owned and Minority-owned (SWAM) Business, for more guidance. (In evaluating the firm’s proposal, the University will assign a minimum of 10 percent of the total selection weight to this individual selection criterion.); and
8. Any other factors relevant to the firm's capacity and willingness to satisfy the University.

Note: The University reserves the right to award the Agreement for all or part of the Services to one or more firms.
V. Contents of the Proposal

Proposals should include information outlined in this section. Copies of proposals must be sent to the Issuing Office, Procurement Services, Carruthers Hall, and not to any other office or department whatsoever at the University.

Note that Firms may submit: a proposal addressing Services for the FSA Program or COBRA Program individually; or a proposal addressing Services for both the FSA Program and COBRA Program.

A. Services
1. Describe how the firm plans to administer the University’s FSA Program and/or COBRA Program which is the primary goal of this RFP.
2. Provide a plan of operation to achieve the objectives set forth in Section III, Scope of Services.
3. Describe how the firm plans to work with the University to provide the Services.

B. Firm Information, Personnel, References
1. Provide a brief history of the firm and its experience in administration of flexible spending account and/or COBRA programs similar to the University’s.
2. Provide information on those individuals assigned to work with the University including a description of their experience in implementation and administration of similar flexible spending account and/or COBRA programs.
3. Provide a list of all of the firm's clients comparable to the University indicating the length of service of each account. The University may contact and/or visit any of these accounts.
4. Provide a list of all clients lost within the last three years which includes:
   a. A contact name and telephone number
   b. Length of service at the account
c. Reason for the loss

5. Provide a copy of the firm's most recent audited financial statements.
6. Provide the name of the individual responsible for the firm’s supplier diversity program. This individual is responsible for implementing and reporting on the firm’s Small, Women-owned and Minority-owned (SWAM) program as it will relate to this procurement should the firm be selected.

C. Financial Proposal

1. Describe the fees/premiums that will be charged for the Services. Ensure that fees/premiums are provided for all Services’ categories proposed by the firm.
2. Describe how the University will benefit from cost savings by accepting the firm's proposal.
3. State the firm's capability for accepting electronic payments through Electronic Data Interchange (EDI) or Automated Clearing House (ACH) and any additional discounts that may result from paying electronically. Information about the Commonwealth of Virginia’s Financial Electronic Data Interchange (FEDI) program is available on this web site:
   http://www.doa.state.va.us/procedures/GeneralAccounting/EDI/edinew.htm

D. Contractual Arrangements

1. Provide the University with any form or contract the University may be requested to sign.
2. State the firm's acceptance of Attachment 1, Mandatory Contractual Provisions.
3. State the firm's acceptance, with any proposed modifications, of Attachment 2, Preferred Contractual Provisions.
4. Provide a written statement with the firm’s proposal that its principals or legal counsel has reviewed Attachment 1, Mandatory Contractual
Provisions, and Attachment 2, Preferred Contractual Provisions, and agrees that these provisions will become a part of any final agreement.

E. Site Visits
It may be necessary or desirable for the University's evaluation team of less than ten people to travel to a site chosen jointly by the firm and the University to view its operation. Each firm will indicate whether it will reimburse the University for the reasonable and actual expenses (travel, lodging, meals, etc.) incurred by the University for its travel.

F. Small, Women-owned and Minority-owned (SWAM) Business
The University is committed to the goal of non-discrimination and to giving fair consideration for all vendors in its procurement programs. The University has set a voluntary goal of doing 5% more business with SWAM firms each year. The University’s 2007 SWAM plan spend goal for firms certified by DMBE is:

<table>
<thead>
<tr>
<th>Business Enterprise</th>
<th>Goal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minority Business Enterprises</td>
<td>4.0 %</td>
</tr>
<tr>
<td>Women Business Enterprises</td>
<td>5.0 %</td>
</tr>
<tr>
<td>Small Business Enterprises</td>
<td>31.0 %</td>
</tr>
</tbody>
</table>

This goal does not allow for "set aside" purchases. SWAM firms must compete equally with majority firms and be able to provide the University with quality goods and services at competitive prices. To view the University’s current quarterly achievements, click here [Current SWAM Report]. As this report shows, the University is in need of assistance in the Minority-owned and Women-owned categories. Please tailor your firm’s SWAM plan to assist the University in meeting its goal.

Specify whether the firm is a SWAM. Firms can only be considered a Small, Women-owned or a Minority-owned Business Enterprise if certified by the Commonwealth of Virginia’s Department of Minority Business Enterprise (DMBE). All certified SWAM firms will be assigned a specific identification number. No SWAM firm is required to certify under this program and no SWAM
firm will be excluded from doing business with the Commonwealth because of their failure to certify as a SWAM firm.

The Commonwealth’s definitions are:

- **Minority-owned Business Enterprise** means a business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals.

- **Minority Individual** means a person who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:
  - "Asian Americans" means all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Marinas, the Philippines, U. S. territory of the Pacific, India, Pakistan, Bangladesh and Sri Lanka and who are regarded as such by the community of which these persons claim to be a part.
  - "African Americans" means all persons having origins in any of the original peoples of Africa and who are regarded as such by the community of which these persons claim to be a part.
  - "Hispanic Americans" means all persons having origins in any of the Spanish speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who are regarded as such by the community of which these persons claim to be a part.
  - "Native Americans" means all persons having origins in any of the original peoples of North America and who are regarded as such
by the community of which these persons claim to be a part or who are recognized by a tribal organization.

- "Eskimos and Aleuts" means all persons having origins in any of the peoples of Northern Canada, Greenland, Alaska, and Eastern Siberia and who are regarded as such in the community of which these persons claim to be a part.

- **Small Business Enterprise** means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of $10 million or less averaged over the previous three years. Nothing in this provision prevents a program, agency, institution or subdivision from complying with the qualification criteria of a specific state program or a federal guideline to be in compliance with a federal grant or program.

- **Woman-owned Business Enterprise** means a business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals.

If the firm is not a SWAM firm, describe the firm’s partnering relationships with SWAM firms and how it plans to support the University’s goal to increase business annually by 5% with these firms in accordance with Attachment 4, Executive VP and COO’s Request for Commitment letter.

G. Other Information

Provide any other information which the University should consider in evaluating the firm's proposal.
VI. Information about this RFP

A. Procurement Schedule

Here is a brief schedule for this procurement, specifying the important dates and milestones:

- **Issue Date of RFP**: 07/31/07
- **Preproposal Conference**: 08/10/07
- **Deadline for Receipt of Proposals**: 08/20/07
- **Oral Presentations and Negotiations**: 08/31/07 and 09/04/07
- **Contract Award**: 10/11/07

B. Issuance of RFP and Questions

The Issuing Office for this RFP is:
Procurement Services
University of Virginia
1001 North Emmet Street
P.O. Box 400202*
Charlottesville, Virginia 22904-4202

**NOTE:** If RFP proposal is sent U.S. Postal Service use the P.O. Box. The University does not take responsibility for lost or misdirected mail.

Attention: Steve Heldreth, Major Procurements Manager
Telephone: (434) 924-4217
Fax: (434) 982-2690
TDD: (434) 982-HEAR
Email: heldreth@virginia.edu

Any questions concerning this RFP will be directed to Steve Heldreth as listed above and not to any other person at the University, with the exception of issues directly related to SWAM business and SWAM subcontracting opportunities. Such SWAM issues may be alternately directed to Bill Cooper, the University’s Director of Supplier Diversity, at (434) 924-7174 or wsc6ja@virginia.edu The University will determine whether any addenda should be issued as a result of any question or other matters raised.

C. Preproposal Conference

A conference for firms receiving this RFP will be held on Friday, August 10, 2007 at 10:00 a.m. EDT in Carruthers Hall Conference Room #E, Charlottesville, Virginia (map viewed at this web site: http://www.virginia.edu/Map/).

Attendance at this conference is advised if your firm wishes to raise any questions.
in connection with this RFP. Please print a copy of the RFP and bring it with you as no additional copies will be provided at the conference. The University intends to present general information which may be helpful in the preparation of proposals and to offer firms the opportunity to ask questions concerning this RFP. No firm may have more than two representatives present at the conference.

Firms planning to attend the Preproposal Conference should notify Becky Sims either by email (pur-rfp@virginia.edu) or telephone (434-924-1346), no later than 12:00 p.m. EDT on Wednesday, August 8, 2007 of the names, titles, and phone numbers of the individuals who will attend.

D. Proposal Deadline
All proposals must be received at the Issuing Office by 12:00 p.m. EDT on Monday, August 20, 2007. Five copies of each proposal must be provided in individual, bound volumes. Firms must also include an electronic copy of the proposal on a CD-ROM, excluding any pre-printed materials such as financial statements. The electronic copy should be formatted as a Microsoft Word document.

E. Oral Presentations and Negotiations
An oral presentation by two or more firms may be required after written proposals are received by the University. If the University requires such a presentation, the Issuing Office will schedule a time and place. Each firm should be prepared to discuss and substantiate any of the areas of the proposal it submitted, its own qualifications for the services required and any other area of interest relative to its proposal. Negotiations with two or more firms will be conducted by the University on the firms' financial proposals and proposed terms and conditions. Oral presentations and negotiations are scheduled for August 31, 2007 and September 4, 2007.
F. Communications Between the University and the firms Regarding This RFP

Informal Communications

From the date of receipt of this Request for Proposal by each firm until a binding contractual agreement exists with the Selected Firm and all other firms have been notified, or when the University rejects all proposals, informal communications regarding this procurement will cease. Informal communications will include but not be limited to:

1. Requests from the firms to any department at the University, with the exception of Procurement Services for information, comments, speculation, etc.;
2. Requests from any department at the University, or any employee of the University, with the exception of Procurement Services for information, comments, speculation, etc.

Formal Communications

From the date of receipt of this Request for Proposal by each firm until a binding contractual agreement exists with the Selected Firm and all other firms have been notified, or when the University rejects all proposals, all communications between the University and the firms will be formal, or as provided for in this Request for Proposal, or as requested by Procurement Services. Formal communications will include but not be limited to:

1. Preproposal Conference
2. Oral presentations
3. Site visits, Interviews, etc.

Any failure to adhere to the provisions set forth in Informal Communications and the Formal Communications sections above may result in the rejection of any firm's proposal or cancellation of this RFP.

G. Formation of the Agreement with the Selected Firm

All proposals received will be carefully evaluated by the University. The University will then select two or more firms deemed to be fully qualified and
best suited among those submitting proposals, on the basis of evaluation criteria described in this RFP. The University will then conduct negotiations with each of these firms. After negotiations have been conducted, the University will select the firm which, in its opinion, has made the best proposal. The University will award the agreement to the Selected Firm by either of these methods:

1. Accept the proposal as written by issuing a written notice to the Selected Firm which refers to this RFP and accepts all or part of the proposal submitted in response to it and/or any addenda submitted during the negotiation process; or

2. Execute a mutually satisfactory written agreement based on this RFP, the proposal submitted, and the negotiations concerning these.

3. If the University determines in writing and in its sole discretion that only one firm is fully qualified, or that one firm is clearly more highly qualified than the others under consideration, it may decide to negotiate and award an agreement to that firm.

Because the University may use alternative (1) above, each firm must include in its written proposal all requirements, terms or conditions it may have, and should not assume that an opportunity will exist to add such matters after the proposal is submitted.

Firms should also note that, as described in Section H, Provisions Deemed Included in the Proposal, certain matters will automatically be deemed part of the proposal.

H. Provisions Deemed Included in the Proposal
The University will consider each proposal to include not only the matters expressly stated in the proposal as requested in Section V, Contents of the Proposal, but also other provisions which consist of two different types: those which are "mandatory" and cannot be changed by a firm in its proposal; and those
which are "preferred" by the University, but which a firm may wish to alter by expressly and specifically so stating in its proposal.

The University includes mandatory provisions so that all proposals will be governed by the same basic contractual terms. The University encourages any firm which feels that a mandatory provision is unreasonable to contact the University before proposals are due so the University can consider amending the provision. The University includes preferred provisions so that any difference between the firm and the University's preferred contractual provisions can be considered during the University's evaluation of proposals.

1. Mandatory Provisions
   
   Each proposal received by the University in response to this RFP will automatically be deemed to include the firm's agreement to the provisions of (a) and (b) below. Although such provisions will govern the firm's proposals as submitted, the University and one or more firms may later mutually agree to amend such provisions, such as when additional time is needed to consider proposals, or when contractual negotiations or performance indicate that such amendments are appropriate.
   
   a. The proposal constitutes an offer by the firm which will remain open and irrevocable for a period of 120 days from the deadline for submitting proposals as stated in Section C, Proposal Deadline.
   
   b. If selected by the University, the provisions governing the firm's performance will include all the provisions of Attachment 1, Mandatory Contractual Provisions.

   
   Unless a firm expressly and specifically provides otherwise in its written proposal, the proposal received by the University in response to this RFP will automatically be deemed to include the firm's agreement to these provisions:
a. The firm consents to the University contacting and obtaining any information relevant to this RFP from the references and others identified by the firm in its proposal, as well as from any other persons, firms, or organizations which the University wishes to contact; and

b. If selected by the University, the provisions governing the firm's performance will include all the provisions of Attachment 2, Preferred Contractual Provisions.

I. Rejection of Proposals

The University reserves the right to reject any or all proposals received. Nonacceptance of a firm's proposal will mean that one or more proposals were deemed more advantageous to the University or that all proposals were rejected. Firms whose proposals are not accepted will be notified after a binding contractual agreement between the University and the Selected Firm exists, or when the University rejects all proposals.

J. Virginia Freedom of Information Act

Except as provided below, once an award is announced, all proposals submitted in response to this RFP will be open to the inspection of any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by firms as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act; however, the firm must invoke the protections of this section prior to or upon submission of its proposal, and must identify the specific data or other materials to be protected and state the reasons why protection is necessary. Firms may not request that its entire proposal be treated as proprietary information.
Attachment 1
Mandatory Contractual Provisions

A. Nondiscrimination
   During the performance of this Agreement, the Selected Firm will comply with the contract provisions contained in Section 2.2-4311 (1) & (2) of the Code of Virginia or any successor provisions which may be applicable to this Agreement. Also, in accordance with Section 2.2-4343.1, the University does not discriminate against faith-based organizations.

B. Conflict of Interests
   The Selected Firm represents to the University that its entering into this Agreement with the University and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by the Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 et seq), the Virginia Ethics In Public Contracting Act (Va. Code 2.2-4367 et seq), the Virginia Governmental Frauds Act (Va. Code 18.2-498.1 et seq) or any other applicable law or regulation.

C. Assignment
   Neither party to this Agreement will have the right to assign this Agreement in whole or in part without the prior written consent of the other.

D. Amendments
   No amendment of this Agreement will be effective unless it is reduced to writing and executed by the University's Director of Procurement Services and by the individual signing the Selected Firm's proposal or by other individuals named by either party as specified in Section E, Notices below. If the Selected Firm deviates from the terms of this Agreement without a written amendment, it does so at its own risk.
E. Notices

Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt: or (4) if sent by facsimile, when received (as verified by sender’s machine) if delivered no later than 4:00 p.m. (receiver’s time) on a business day or on the next business day if delivered (as verified by sender’s machine) after 4:00 p.m. (receiver’s time) on a business day or on a non-business day. All such notices will be addressed to a party at such party’s address or facsimile number as shown below.

If to the University:
Eric N. Denby
Director of Procurement Services
Carruthers Hall
University of Virginia
1001 North Emmet Street
P.O. Box 400202
Charlottesville, Virginia 22904-4202
Fax: (434) 924-6154

If to the Selected Firm:
The person signing the Selected Firm's proposal in response to the University's RFP, at the Selected Firm's address indicated in such proposal; or to such other person or address as either may designate for itself in writing and provide to the other.

F. Independent Contractor

Selected Firm is not an employee of the University, but is engaged as an independent contractor. The Selected Firm will indemnify and hold harmless the Commonwealth of Virginia, the University, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Selected Firm's performance of this Agreement. Nothing in this Agreement will be construed as authority for the Selected Firm to make commitments which will bind the University, or to otherwise act on behalf of the University, except as the University may expressly authorize in writing.
G. Workers' Compensation and Employers' Liability
The Selected Firm will (i) maintain Employers Liability coverage of at least $100,000 and (ii) comply with all federal or state laws and regulations pertaining to Workers' Compensation Requirements for insured or self-insured programs.

H. Drug-Free Workplace
The Selected Firm, its agents and employees are prohibited, under the terms of this Agreement, Code of Virginia Section 2.2-4312, and the Commonwealth of Virginia, Department of Human Relations Management Policy Number 1.05, from manufacturing, distributing, dispensing, possessing, or using any unlawful or unauthorized drugs or alcohol while on University property.

During the performance of this Agreement, the Selected Firm agrees to 1) provide a drug-free workplace for the Selected Firm's employees; 2) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Selected Firm's workplace and specifying the actions that will be taken against employees for violations of such prohibition; 3) state in all solicitations or advertisements for employees placed by or on behalf of the Selected Firm that it maintains a drug-free workplace; and 4) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific agreement awarded to a Selected Firm, the employees of whom are prohibited from engaging in the unlawful manufacturing, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the agreement.
I. Information Technology Access Act

In accordance with § 2.2-3504 of the Code of Virginia, the following will apply to all information technology Agreements:

NON-VISUAL ACCESS TO TECHNOLOGY: All information technology (the "Technology") which is purchased or upgraded by the University will comply with the following non-visual access standards from the date of purchase or upgrade until the expiration of the Agreement:

• Effective, interactive control and use of the Technology will be readily achievable by non-visual means;
• Technology equipped for non-visual access will be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
• Non-visual access technology will be integrated into any networks used to share communications among employees, program participants or the public; and
• Technology for non-visual access will have the capability of providing equivalent access by non-visual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing non-visual access standards will not be required if the Director of Procurement Services, University of Virginia determines that 1) the Technology is not available with non-visual access because the essential elements of the Technology are visual and 2) non-visual equivalence is not available.

Installation of hardware, software, or peripheral devices used for non-visual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information will permit the installation and effective use of non-visual access software and peripheral devices.
If requested, the Agreement must provide a detailed explanation of how compliance with the foregoing non-visual access standards is achieved and a validation of concept demonstration.

J. eVA Business To Government Registration
The eVA Internet electronic procurement solution, web site portal [www.eva.state.va.us](http://www.eva.state.va.us), is the Commonwealth of Virginia's comprehensive electronic procurement system. The portal is the gateway for firms to conduct business with state agencies and public bodies. All agencies and public bodies are expected to utilize eVA. All firms desiring to provide goods and/or services in the Commonwealth are encouraged to participate in the eVA Internet e-procurement solution. The Selected Firm is required to register in the eVA Internet e-procurement solution prior to an award being made.

K. eVA Transaction Fee
The Selected Firm agrees, by accepting an award as a result of this RFP, that it is a registered eVA vendor and will be subject to an eVA transaction fee, for which the Selected Firm will be invoiced by Commonwealth of Virginia, Department of General Services. Additional information is available at [www.eva.state.va.us](http://www.eva.state.va.us).

L. Contractor License Requirements
State statutes and regulatory agencies require that some firms be properly registered and licensed, or hold a permit, prior to performing specific types of services. If firms provide removal, repair, improvement, renovation or construction-type services they, or a qualified individual employed by the firm, must possess and maintain an appropriate State of Virginia Class A, B, or C Contractor License (as required by applicable regulations and value of services to be performed) for the duration of the Agreement. It is the firm’s responsibility to comply with the rules and regulations issued by the appropriate State regulatory agencies.

License #______________ Type___________________
A copy of the license must be furnished upon request to the University or VASCUPP member institution.
Attachment 2
Preferred Contractual Provisions

A. Services
During the term of this Agreement, the Selected Firm will provide for the University the Services offered to the University by the firm in its proposal and/or any addenda to its proposal which has been approved in writing by the University and as may be further specified by the University in writing when it selected the firm.

B. Term of Agreement
The term of this Agreement will be for five years, with the ability to renew on the same terms and conditions, for two additional five-year periods if mutually agreeable to the University and the Selected Firm. The Selected Firm and the University will mutually agree at least 180 days prior to each renewal period whether to renew the terms of the Agreement.

C. Contract Administrator
The University will identify a Contract Administrator for any Agreement which results from this RFP. The individual will be the point of contact at the University for day-to-day operations, but cannot approve amendments to the Agreement or price changes.

D. Waiver
No waiver of any right will be deemed a continuing waiver, and no failure on the part of either party to exercise wholly or in part any right will prevent a later exercise of such or any other right.

E. Indemnification
The Selected Firm will indemnify and hold harmless The Commonwealth of Virginia, The Rector and Visitors of the University of Virginia, and their agents, employees and officials from any and all costs, damage or loss, claims, liability, damages, expenses (including, without limitation, attorneys' fees and expenses) caused by or arising out of
the performance or non performance of the Agreement by the Selected Firm or its agents or subcontractors, including the provision of any services or products. The Selected Firm warrants that the products, goods and services provided the University may be used by the University without being in violation of any copyright, patent or similar property right or claim by others and will defend, indemnify and save the University (its employees and agents) from and against any such claim.

F. Governing Law
This Agreement will be governed in all respects by the laws of the Commonwealth of Virginia.

G. Termination
If the Selected Firm fails to provide quality goods or services in a professional manner, solely as determined by the University, and, upon receipt of notice from the University, does not correct the deficiency, to the University's satisfaction within a reasonable period of time, not to exceed five calendar days unless otherwise agreed to by both parties in writing, the University reserves the right to terminate this Agreement upon written notice to the Selected Firm.

H. Non-Appropriation
Funding for any Agreement between the University and a Selected Firm is dependent at all times upon the appropriation of funds by the Virginia General Assembly and/or any other organization of the Commonwealth authorized to appropriate such funds. In the event that funding to support this Agreement is not appropriated, whether in whole or in part, then the Agreement may be terminated by the University effective the last day for which appropriated funding is available.
I. Right of Audit

The University reserves the right to audit or cause to be audited the Selected Firm's books and accounts regarding the University's account at any time during the term of this Agreement and for five years thereafter. The Selected Firm will make available to the University all books and records relating to performance of this Agreement as may be requested during said period.

J. Contractual Claims

This Agreement is subject to the University's policy on Contractual Claims which is provided as Attachment 3, Procedure for Resolution of Contractual Claims.

K. Insurance

Listed below is the insurance the Selected Firm must maintain under any Agreement resulting from this RFP. In no event should the Selected Firm construe these minimum required limits to be their limit of liability to the University. The Selected Firm will maintain insurance which meets or exceeds the requirements of the University with insurance companies that hold at least an A- financial rating with A.M. Best Company. No Agreement will be executed by the University until the Selected Firm satisfies the insurance requirements of the University. The Selected Firm may be required to provide the University with a valid Certificate of Insurance before providing any goods or services to the University. The University reserves the right to approve any insurance proposed by the Selected Firm.

**Comprehensive Commercial General Liability:**

The Selected Firm and any Subcontractor will maintain a minimum combined single Limit of Liability for bodily injury and property damage of $500,000 per occurrence, with coverage for premises and operations.

**Professional Liability:**

The Selected Firm and any Subcontractor will maintain a minimum Limit of Liability of $1,000,000 per claim for professional errors and omissions coverage.
Fidelity Bond:
FlexAmerica and any Subcontractor will maintain a Fidelity Bond in the amount of $1,000,000.

Automobile Insurance:
The Selected Firm and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of $500,000 per accident on all owned, hired, and non-owned vehicles operated by their employees.

L. Use of Agreement by Third Parties
In accordance with Section 2.2-4304 of the Code of Virginia, these organizations may have access to any Agreement resulting from this RFP to allow for cooperative purchasing by only the Virginia Association of State College and University Purchasing Professionals (VASCUPP) and all other Commonwealth of Virginia public institutions of higher education (to include four-year, two-year and community colleges). Current VASCUPP member institutions include: College of William and Mary, George Mason University, James Madison University, Old Dominion University, Radford University, University of Virginia, Virginia Commonwealth University, Virginia Military Institute, and Virginia Polytechnic Institute and State University. A list of all other Virginia Public Colleges and Universities is available at [http://www.ExploreVirginiaColleges.com/](http://www.ExploreVirginiaColleges.com/).

In addition, access to the Agreement may also be extended to 1) Any University related foundation, and 2) City of Charlottesville and County of Albemarle. Potentially, other member schools of the Atlantic Coast Conference (ACC) may also have access to any Agreement resulting from this RFP if such access is confirmed by the University. The other ACC member schools which may potentially participate are: Boston College, Clemson University; Duke University; Florida State University; Georgia Institute of Technology, University of Miami, North Carolina State University; University of Maryland, University of North Carolina; Wake Forest University, and Wake Forest University Health Sciences. Other institutions which may participate include Emory University.
Participation in this cooperative procurement is strictly voluntary. If authorized by the Selected Firm, the Agreement will be extended to the public bodies indicated above to purchase at the fees in accordance with the terms of the Agreement. The Selected Firm will notify the University in writing of any such institutions accessing the Agreement. No modification of the Agreement or execution of a separate agreement is required to participate. The Selected Firm will provide semi-annual usage reports for all VASCUPP member institutions and public institutions accessing the Agreement. Participating public bodies will place their own orders directly with the Selected Firm and will fully and independently administer use of the Agreement to include contractual disputes, invoicing and payments without direct administration from the University. The University will not be held liable for any costs or damages incurred by any other participating public body as a result of any authorization by the Selected Firm to extend the Agreement. It is understood and agreed that the University is not responsible for the acts or omissions of any VASCUPP member institution, or any other entity accessing the Agreement under this section, and will not be considered in default of the Agreement no matter the circumstances.

Use of this Agreement does not preclude any participating public body from using other agreements or competitive procurement processes as required by law.

M. Favored Nations
The Selected Firm represents that the prices, terms, warranties, and benefits specified in its proposal are comparable to or better than the equivalent terms being offered by the firm to any present customer.

N. The University's Authorized Representatives
The only persons who are or will be authorized to speak or act for the University in any way with respect to this Agreement are those whose positions or names have been specifically designated in writing to Selected Firm by the University's Director of Procurement Services.
O. Purchasing Manual
This Agreement is subject to the provisions of the Commonwealth of Virginia "Purchasing Manual for Institutions of Higher Education and Their Vendors" and any subsequent revisions, which is available on Procurement Services web site at:

http://www.virginia.edu/procurement/about/PurchasingManual.html

P. Small, Women-owned and Minority-owned (SWAM) Business Reporting
The Selected Firm will identify and fairly consider SWAM firms for subcontracting opportunities when qualified SWAM firms are available to perform a given task in performing for the University under the resulting Agreement. The Selected Firm will submit a quarterly SWAM business report to the University by the 8th of the month following each calendar quarter, specifically the months of April, July, October, and January. The Selected Firm will submit the quarterly SWAM business reports to:

Nancy Noblette
Administrative Assistant to the Director of Procurement Services
E-mail: nrn9g@virginia.edu

The quarterly SWAM business reports will contain this information:

- SWAM firm’s name, address and phone number with which the Selected Firm has contracted over the specified quarterly period.
- Contact person at the SWAM firm who has knowledge of the specified information.
- Type of goods and/or services provided over the specified period of time.
- Total amount paid to the SWAM firm as it relates to the University’s account.

The Selected Firm’s failure to provide SWAM reports on a quarterly basis which contain the information required by this section and/or the Selected Firm’s failure to comply with the plan for utilizing SWAM businesses submitted by the Selected Firm as part of its proposal and/or negotiation response may be grounds for debarment pursuant to Section 4.M. of the “Purchasing Manual for Institutions of Higher Education and their Vendors.”
Q. Intellectual Property Rights/Disclosure

Unless expressly agreed to the contrary in writing, all goods, products, materials, documents reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by the Selected Firm (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University. The Selected Firm warrants to the University that the University will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from any Agreement resulting from this RFP and will have full ownership and beneficial use thereof free and clear of claims of any nature by any third party including without limitation copyright or patent infringement claims. The Selected Firm will execute any assignments or other documents needed for the University to perfect such rights. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research agreements administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to the University to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

R. Confidentiality

Both parties acknowledge that in the negotiation and performance of this Agreement, confidential and proprietary information of each has been and will be made available to the other. The parties agree to use reasonable efforts to maintain the confidentiality of such material, but in no event lesser than was used with like material of the receiving party, and not to make any internal use of such material not required under this Agreement. Neither party will disclose the information to any third party without prior written authorization from the disclosing party, and will not use the information received by it, except to those of its employees, agents, and consultants whose duties justify the need for access to the information provided that such individuals are subject to obligations of secrecy and limited use commensurate in scope with this Agreement. These obligations will apply to verbal information as well as specific portions of the
information that are disclosed in writing or other tangible form and marked to indicate its confidential nature. These obligations will not apply to any of the information which:

1. Was known to the receiving party prior to receipt under this Agreement, as demonstrated by the receiving party's records; or

2. Was publicly known or available prior to receipt under this Agreement, or later becomes publicly known or available through no fault of the receiving party; or

3. Is disclosed to the receiving party without restrictions on disclosure by a third party having the legal right to disclose the same; or

4. Is disclosed to a third party by the disclosing party without an obligation of confidentiality, unless such information must be retained by that party for that party to fulfill its legal or contractual obligations under this Agreement; or

5. Is independently developed by an employee, consultant, or agent of the receiving party without access to the information as received under this Agreement; or

6. The receiving party is obligated to produce as required by law, lawfully issued subpoena, or a court order, provided that the disclosing party has been given notice thereof and an opportunity to waive its rights or to seek a protective order or other appropriate remedy.

Upon written request of a disclosing party, the receiving party will return all information disclosed in written or tangible form, and the receiving party will destroy all of its copies, excerpts, or notes make by it which contain any portions of the information unless otherwise provided for by the parties.

To the extent that particular information is subject to specific statutory confidentiality requirements, the requirements of such statute, rather than this section, shall be controlling.

S. Mailing List

The Selected Firm will not sell or give the lists of University personnel to third parties or otherwise use such personnel information except as needed to provide the Services listed in this Agreement.
T. Project Manager

The Selected Firm agrees to provide a named individual (“Project Manager”) to implement, perform, and manage provision of the Services. The University must approve the appointment of the Project Manager prior to execution of any Agreement with the Selected Firm resulting from this RFP. The Project Manager will be the University’s primary contact, although the Project Manager will be assisted by other members of the Selected Firm’s staff in completing key activities.

In the event that the Project Manager or any other individual responsible for the University’s account, is no longer employed by the Selected Firm, is unavailable for any reason, or is performing in an unsatisfactory manner as determined by the University’s Contract Administrator, Selected Firm will propose a replacement for that individual within a reasonable time frame, so as not to significantly delay the provision of the Services to the University. The University reserves the right to approve the replacement, or to cancel the Agreement. If a proposed replacement is accepted by the University, the replacement will provide the Services at rates no higher than the rates of the original individual and in accordance with all terms and conditions specified in this Agreement.
Attachment 3

Procedure for Resolution of Contractual Claims

The Virginia Acts of Assembly of 2007, Chapter 943, Chapter 3, Exhibit P and its attachments requires contractors with the University to submit any claims, whether for money or other relief, in writing no later than 60 days after final payment; however, written notice of the contractors intention to file such a claim must be given at the time of the occurrence or beginning of the work upon which the claim is based.

The University's procedure for deciding such contractual claims is:

A. The Selected Firm must provide the written claim to:
   
   Assistant Director of Procurement Services
   University of Virginia
   1001 North Emmet Street
   P. O. Box 400202
   Charlottesville, Virginia  22904-4202

B. Although the Selected Firm may, if it chooses, attempt to resolve its claim by dealing with a University department other than the one stated in Section A above, the Selected Firm must submit any unresolved claim in writing no later than 60 days after final payment to the Assistant Director of Procurement Services if it wishes to pursue its claim.

C. Upon receiving the written claim, the Assistant Director of Procurement Services will review the written materials relating to the claim and decide whether to discuss the merits of the claim with the Selected Firm. If such discussion is to be held, the Assistant Director of Procurement Services will contact the Selected Firm and arrange such discussion. The manner of conducting such discussion will be as the Assistant Director and the Selected Firm mutually agree.
D. The Assistant Director of Procurement Services will mail his or her decision to the Selected Firm within 60 days after receipt of the claim. The decision will state the reason for granting or denying the claim.

E. The Selected Firm may appeal the decision to:

   Director of Procurement Services
   University of Virginia
   Carruthers Hall
   1001 North Emmet Street
   P.O. Box 400202
   Charlottesville, Virginia 22904-4202

   by providing a written statement explaining the basis of the appeal, within 15 days after the Selected Firm's receipt of the decision.

F. Upon receiving the written appeal, the Director of Procurement Services will review the written materials relating to the claim and decide whether to discuss the merits of the claim with the Selected Firm. If such discussion is to be held, the Director of Procurement Services will contact the Selected Firm and arrange such discussion. The manner of conducting such discussion will be as the Director of Procurement Services and the Selected Firm mutually agree.

G. The Director of Procurement Services will mail his or her decision to the Selected Firm within 60 days after the Director of Procurement Services receipt of the appeal. The decision will state the reasons for granting or denying the appeal.
Attachment 4

Executive Vice President and Chief Operating Officer’s Request for Commitment

Greetings:

The quality of service the University of Virginia is able to deliver to its customers is directly related to the excellent support we receive from you and many other outstanding suppliers of goods and services. Without you, we would not be able to fulfill our educational, health care and research missions. An important part of our procurement program involves our commitment to doing business with small, women-and minority-owned (SWAM) businesses. As one of our most important vendors, we look to you to help us achieve this objective.

We conduct substantial business with small firms. We have been less effective in securing long-term business relationships with minority-and women-owned businesses. We are determined to improve our record.

I seek your assistance in two areas. First, to the extent practical, I ask that you involve small, women-and minority-owned businesses in the delivery of services you provide to UVa. Second, I seek your help in reporting your results through our quarterly subcontracting reports. The terms and conditions previously provided to your organization outlined this process.

This effort is important to us. We depend on you in so many ways – this is another way that we can partner with your company to make things better.

Sincerely,

Leonard W. Sandridge
Executive Vice President and Chief Operating Officer
LWS:dr

Madison Hall · Post Office Box 400228 · Charlottesville, Virginia 22904-4228